

MEMORANDUM

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Agenda Item No. 2 (H)

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**TO:** Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners

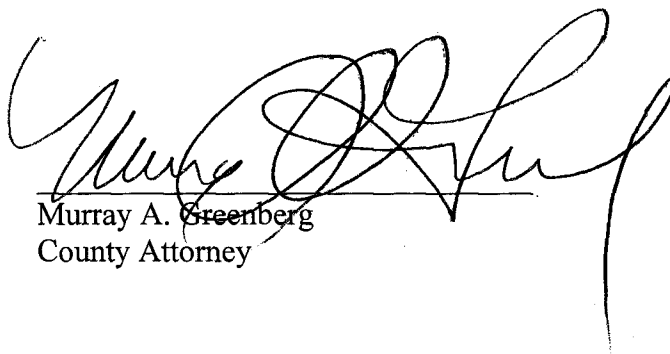
**DATE:** May 15, 2007

**FROM:** Murray A. Greenberg  
County Attorney

**SUBJECT:** Resolution terminating  
Compensation Agreement  
between Miami-Dade County  
and County Manager

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The accompanying resolution was prepared and placed on the agenda at the request of Commissioner Carlos A. Gimenez.



Murray A. Greenberg  
County Attorney

MAG/bw



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners

**DATE:** June 5, 2007

**FROM:** Murray A. Greenberg  
County Attorney

**SUBJECT:** Agenda Item No.

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No.  
6-5-07

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TERMINATING THE COMPENSATION  
AGREEMENT BETWEEN MIAMI-DADE COUNTY  
AND COUNTY MANAGER GEORGE BURGESS

**WHEREAS**, on June 12, 2003, this Board, under the provisions of the Home Rule Charter then in effect, entered into a Compensation Agreement with George Burgess to serve as County Manager, a copy of which is attached hereto; and

**WHEREAS**, subsequent to that date this Board increased the County Manager's salary; and

**WHEREAS**, as a result of the Charter amendments which became effective on January 26, 2007, the County Manager is no longer hired by this Board, but rather is hired by the Mayor (unless disapproved by a super majority of this Board); and

**WHEREAS**, pursuant to the Charter amendments, the Mayor is now responsible for setting the Manager's compensation; and

**WHEREAS**, the Compensation Agreement previously entered into between the County and County Manager Burgess provides for automatic renewal on a year to year basis, subject to the provisions of the Charter then in effect, unless terminated by one of the parties; and

**WHEREAS**, this Board, to bring the issue of the Manager's compensation into conformance with the new Charter, wishes to terminate the Compensation Agreement established between the County and the Manager and to leave further arrangements for the compensation of the Manager to the Mayor,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board hereby terminates the Compensation Agreement of the County Manager effective June 12, 2007.

The foregoing resolution was sponsored by Commissioner Carlos A. Gimenez and offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman	
Barbara J. Jordan, Vice-Chairwoman	
Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 5<sup>th</sup> day of June, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.



Lee Kraftchick

## COMPENSATION AGREEMENT

THIS AGREEMENT entered into as of this 12<sup>th</sup> day of June, 2003, by and between MIAMI-DADE COUNTY, ("COUNTY") a political subdivision of the State of Florida, and GEORGE M. BURGESS, ("BURGESS").

### WITNESSETH:

WHEREAS, COUNTY is desirous of employing BURGESS as County Manager; and

WHEREAS, BURGESS is desirous of entering into an Employment Agreement as County Manager.

NOW, THEREFORE, for and in consideration of the foregoing premises and other good and valuable consideration, COUNTY and BURGESS have agreed that BURGESS shall be employed as County Manager of Miami-Dade County under the following terms and conditions:

1. COUNTY shall pay BURGESS a base salary of \$184,597.00 annually.  
BURGESS will receive the same cost-of-living increase, if any, and merit increase, if any, that other COUNTY executives are eligible to receive each year.
  2. COUNTY shall provide deferred compensation for BURGESS in the standard maximum annual amount allowed by law, currently \$12,000.00 per year.
  3. COUNTY shall provide BURGESS with Group I Executive Benefits.
  4. COUNTY shall pay the premium for BURGESS to have family medical coverage, including dental, vision care and an annual physical for himself.
  5. COUNTY shall provide BURGESS with senior management supplemental retirement of \$1,500.00 annually.
  6. COUNTY shall provide BURGESS with a monthly expense allowance of \$3,000.00.
- 5

7. COUNTY shall provide BURGESS \$8,000.00 annually to pay the premiums on a life insurance policy and a disability insurance policy.

8. COUNTY shall provide BURGESS with unrestricted use of a leased automobile, up to the value of \$600.00 per month plus insurance, maintenance and fuel, or in the alternative, \$600.00 per month automobile allowance. If BURGESS leaves COUNTY employment pursuant to paragraph 10, his entitlement under this paragraph will be limited to the \$600.00 monthly allowance.

9. COUNTY shall recognize BURGESS' prior service with the County as if such service were continuous by combining his prior COUNTY service with all COUNTY service subsequent to the date of this Compensation Agreement, thereby entitling him to the COUNTY'S longevity based benefits and continued approved participation in the Departure Incentive Program upon his separation from the COUNTY.

10. If BURGESS leaves the County employ for any reason other than cause, as defined in Paragraph 11 below, COUNTY shall pay BURGESS as severance the compensation set forth in Paragraphs 1-9 above for a period of one year.

11. If BURGESS is terminated for cause as defined herein, he shall be entitled to no additional compensation beyond the last day of employment. "Cause" is defined as:

- a. Having an indictment or information filed by an agency of the State or Federal government charging BURGESS with the commission of a criminal act;
- b. Committing an act of moral turpitude;
- c. Committing an act of gross malfeasance,

12. Subject to the termination provisions of this Agreement and subject to Section

1.10B of the Miami-Dade County Home Rule Charter which speaks of the respective rights of the Mayor and the County Commission with regard to hiring and removal of the County Manager, this Agreement shall automatically renew on a year-to-year basis.

13. This Agreement shall be governed by the Laws of the State of Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

MIAMI-DADE COUNTY, FLORIDA  
a political subdivision of the State of Florida

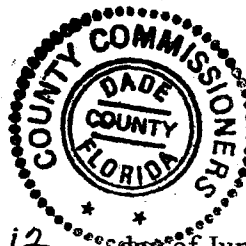
By: [Signature]  
MAYOR

DATE: June 12, 2003

ATTEST:

HARVEY RUVIN, Clerk

By: [Signature]  
Deputy Clerk



The foregoing was accepted and approved on the 12 day of June, 2003, by the Board of County Commissioners of Miami-Dade County, Florida.

By: [Signature]  
GEORGE M. BURGESS

DATE: 6/12/03

WITNESSES:

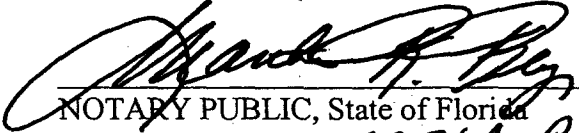
[Signature]  
(Printed) MURRAY A. GREENBERG

[Signature]  
(Printed) Javier Alberto Soto

STATE-OF FLORIDA                    )  
  ) SS  
COUNTY OF MIAMI-DADE            )

I HEREBY CERTIFY that on this 12<sup>th</sup> day of June, 2003, before me an officer duly authorized in the State and County aforesaid to take acknowledgments, appeared GEORGE M. BURGESS, personally known to me or who has shown \_\_\_\_\_, as identification, and has stated that he has executed the foregoing Agreement, and further states that he acknowledges executing the same in the presence of two subscribing witnesses freely and voluntarily.

WITNESS my hand and official seal in the County and State aforesaid this 12<sup>th</sup> day of June, 2003.

  
NOTARY PUBLIC, State of Florida  
Printed Name: MARTHA R. REY

My Commission expires:

